

**IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA.**

ETTA BARRE individually, and as Personal
Representative of the Estate of
ANTHONY BARRE, Deceased,

vs.

STATE FARM INSURANCE COMPANY,

Plaintiff,

Defendant.

CARLOS J. CHAPPELLE

CJ-2011-02432

Case No: DISTRICT COURT
F I L E D

APR 28 2011

PETITION

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

COMES NOW, the Plaintiffs, Etta Barre and Etta Barre as personal representative of the Estate of Anthony Barre, deceased, and for their causes of action against the Defendant State Farm Insurance Company, alleges and states as follows:

1. On May 30, 2009, Etta Barre and Anthony Barre now deceased while residents of Tulsa County had their motor vehicle stolen from their home in Tulsa, Oklahoma. After realizing that their 2001 Chevrolet Suburban had been stolen, the Barres contacted Tulsa Police Department for an investigation. After a full police investigation the Barres vehicle was not recovered. At the time of the vehicle theft, the Barres had a contract of insurance with State Farm Insurance policy number 016306636D which provided comprehensive coverage, including theft coverage for the 2001 Chevrolet Suburban. Policy number 016306636D provided comprehensive coverage to compensate the Barres in the event their vehicle was stolen.

2. Plaintiffs were the named insureds on the insurance policy identified in this Petition, for which premiums were paid. As a result of the theft of the 2001 Chevrolet Suburban, Plaintiffs made demand upon Defendant State Farm Insurance Company for benefits entitled to them by their insurance policy for which they paid a premium. Plaintiffs followed all required

EXHIBIT

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written procedures in submitting the claim to defendant State Farm Insurance Company.

Plaintiffs made demand for compensation under policy number on June 10, 2009 due to the vehicle theft. State Farm Insurance Company denied and delayed payment and instituted and a pattern of unfairness, harassment, and harmful conduct causing damages to Plaintiffs.

3. Defendant State Farm Insurance Company is a foreign insurance company licensed to do business in the State of Oklahoma and actively does business in Tulsa, Oklahoma, Tulsa County. At the time of the vehicle theft Plaintiffs were insured by Defendant State Farm Insurance Company for comprehensive coverage under policy number 016306636D. Defendant State Farm Insurance Company improperly denied payment of Plaintiffs' claim, thereby breaching its obligation to Plaintiffs under the insurance policy and contract.

4. Defendant State Farm Insurance Company wholly failed and refused to compensate Plaintiffs in a reasonable time and manner, as provided for under the insurance contract and has therefore breached its duty to Plaintiff under the insurance contract. As a direct and proximate result of the breach of contract by Defendant, Plaintiffs sustained damages. Plaintiffs are therefore entitled to exemplary damages to punishment Defendant State Farm Insurance and others from like conduct.

5. State Farm Insurance Company has violated the Unfair Claims Settlement Practices Act, 36 O.S. § 1250.1 et. seq., by failing, refusing, or neglecting to resolve Plaintiff's claim and pay Plaintiff the benefits provided by virtue of the insurance policy and contract in a reasonable manner. As a direct and proximate result of Defendant's breach of the insurance policy and contract and failing to perform as required under the insurance policy and contract, Plaintiff has suffered damages in a sum in excess of \$10,000.00, for which Plaintiff prays for judgment

against Defendant, damages in excess of \$10,000.00, court costs, attorney fees, interest as provided by law and for such other and further relief as this Court deems equitable and proper.

6. Defendant State Farm Insurance Company failed to properly investigate, evaluate, and pay Plaintiffs' claim in violation of its duty of good faith and fair dealing under the insurance policy and contract and the law of the State of Oklahoma. Defendant State Farm Insurance Company has unjustifiably delayed and denied payment of Plaintiff's valid contract claim even though it has no adequate defense, in further violation of its duty of good faith and fair dealing with Plaintiffs.

7. Plaintiff has made every reasonable effort to act in good faith by complying with the terms of the insurance policy and contract and by fulfilling all obligations of the Plaintiff, including payment of his premiums, and notification of the loss sustained by Plaintiff. Defendant State Farm Insurance Company has violated its duty of good faith and fair dealing with Plaintiff and Plaintiff has suffered extreme emotional distress, mental anguish, anger, humiliation and anxiety, and damages for the same in excess of \$10,000.00, for which Plaintiff prays for judgment against Defendant State Farm Insurance.

8. Defendant's conduct toward Plaintiffs was oppressive, malicious, unreasonable under the circumstances, and in reckless disregard of Plaintiffs' rights, all were wrongful acts done intentionally without just cause or excuse, and grossly negligent. Plaintiff is therefore entitled to exemplary damages as punishment to Defendant State Farm Insurance and to deter others from like conduct.

WHEREFORE, Plaintiff further prays for judgment against Defendant State Farm Insurance Company for breach of its duty of good faith and fair dealing, actual damages in a sum in excess of \$10,000.00, punitive damages in a sum in excess of \$10,000.00, attorney fees, court

costs incurred herein, interest as allowed by law, and such other and further relief as the Court deems equitable and proper.

Respectfully submitted,

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